

REMARKS

In the Official Action mailed on **24 December 2008**, Examiner reviewed claims 1-2, 7, 34-39 and 41-53. Examiner rejected claims 1-2, and 7 under 35 U.S.C. § 112. Examiner rejected claims 1-2, 7, 34-36, and 39-42 under 35 U.S.C. § 102(b) based on Maston et al. (U.S. Patent No. 4,695,112, hereinafter "Maston"). Examiner rejected claims 49-53 under 35 U.S.C. § 103(a) as being unpatentable over Maston. Examiner objected to claims 34-39 and 41-48 but would be allowable if rewritten to overcome the 34 U.S.C. § 112 rejection.

Rejections under 35 U.S.C. §112

Examiner rejected claims 1-3, 5-7, 34, 43, and 44 under 35 U.S.C. § 112, averring that the claim language is unclear. Applicant respectfully disagrees with the rejection of claim 1, but has amended the remainder of the claims rejected under 35 U.S.C. § 112.

In rejecting claim 1, Examiner averred that the claim language is unclear because it appears to render the circuit board useless. Applicant respectfully points to the preamble of the claim:

“A circuit board comprising a mechanism for provably disabling the circuit board” (see claim 1, emphasis added)

In other words, the circuit board indeed becomes useless when the key is removed (see instant application, page 3, lines 17-25). Hence, Applicant respectfully requests the withdrawal of the rejection of claim 1 under 35 U.S.C. § 112.

Applicant has amended claim 34 to clarify that the tab is removed by breaking the substrate at or near the proximate end of the tab. This amendment, which aligns lines 16-17 of the claim with lines 18-19, clarifies that the tab is not

rendered useless when the tab is removed, because the substrate is only broken at or near the proximate end of the tab, which is only a portion of the tab.

Applicant has amended claim 43 to clarify that the key is removed by breaking the substrate at a boundary of the specified area. Applicant respectfully indicates that breaking the substrate at a boundary clarifies that only some of the substrate is broken, i.e. the substrate of the entire key is not broken, rendering the key useless.

Applicant has amended claim 44 to clarify that the key is removed by breaking the substrate in a portion of the specified area, wherein the portion of the specified area is removably connected to a first portion of the circuit board. In other words, only a portion of the substrate that is removably connected to the circuit board is broken.

Applicant has amended claim 7 to clarify that in some embodiments of the present invention the identification mechanism is encapsulated to protect the identification mechanism from being easily manipulated. This amendment is supported on page 4, lines 21-24 of the instant application. No new matter was added.

Applicant has also amended claims 34 and 44 to remove the “configured to” clarify the nature of the claimed embodiments.

Rejections under 35 U.S.C. § 102

Examiner rejected claim 1-3, and 5-7 as being anticipated by Maston. Applicant respectfully disagrees, because Maston nowhere discloses an identification mechanism which **uniquely identifies** the key area as being originally attached to the circuit board. Applicant respectfully points out that Examiner’s rejection does not address this limitation.

Applicant’s arguments pertaining to this identification mechanism can be found in Applicant’s remarks filed on 9 October 2008.

Hence, Applicant respectfully submits that independent claims 1, 34, 43, and 44 as presently amended are in condition for allowance. Applicant also submits that dependent claims which dependent upon these independent claims are for the same reasons in condition for allowance and for reasons of the unique combinations recited in such claims.

CONCLUSION

It is submitted that the application is presently in form for allowance.
Such action is respectfully requested.

Respectfully submitted,

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